

**Request for Proposals and Qualifications for
Owner's Representative Services (RFP)**

August 2016

**Farmington Public Schools
Farmington Town Hall
1 Monteith Drive Farmington, CT 06032**

RFP Issued: 8/6/2016

Question Deadline: 8/15/2016

Question Responses: 8/19/2016

Proposal Due: 8/31/2016

Interviews: 9/12/2016-9/20/2016

Tentative Award Date: 9/21/2016

LEGAL NOTICE
REQUEST FOR PROPOSALS AND QUALIFICATIONS FOR OWNER'S
REPRESENTATIVE SERVICES (RFP)

Proposals will be accepted at the Board of Education Office, Farmington Town Hall, 1 Monteith Drive, Farmington, CT 06032 until 2:00 P.M. Eastern Daylight Time on August 31, 2016. Instructions to bidders may be obtained at www.fpsct.org Links: District > School District Operations> Bids/RFP

The Farmington High School Building Committee is soliciting proposals from qualified individuals or firms to provide comprehensive owner's representative and project management services for the design and renovation of Farmington High School. The selected individual or firm will enter into a contract with the Town of Farmington. All questions or comments regarding this solicitation package must be submitted to the office of the Director of School Facilities via email at harrist@fpsct.org by 4:30 P.M. on August 15, 2016.

The services to be provided shall include, but are not limited to, analyzing constructability, advising the Farmington High School Building Committee on project delivery systems and forms of contracts, serving as a single point of contact between the contractors and designers, auditing quality assurance/quality control procedures, assisting in evaluating contractor payment requests, providing monthly reporting and facilitating issue resolution.

Qualified individuals or firms are required to submit their proposal in accordance with the solicitation package requirements. **Ten (10) copies of the proposal and one electronic copy (Adobe PDF) must be submitted.**

After review of all qualifications, including fee proposals, the Farmington High School Building Committee reserves the right to reject any or all proposals, or any part thereof, or waive defects in same, or accept any proposal deemed to be in the best interest of the Town of Farmington and Farmington Public Schools.

I. Background

Farmington High School was constructed in 1928 and has undergone several renovations and additions over the past 88 years. The last major expansion was completed in 2003. The Town of Farmington Board of Education issued a Statement of Needs Memorandum directing administration to begin planning a renovation of appropriate and necessary school space at Farmington High School to accommodate new MEP needs, educational programming needs, Connecticut school safety expectations, NEASC standards and OCR/ADA regulations. All documentation and reference materials can be obtained by sending a request to Kathryn Howroyd, Clerk of the Farmington High School Building Committee at howroydk@farmington-ct.org.

Per Chapter 53, “Public Building” of the Farmington Town Code, the Farmington High School Building Committee has selected an architectural firm to provide pre-referendum services including schematic drawings and cost estimates. Additional architectural work will be contracted to complete the project through Town acceptance and final payment to the contractor(s).

The selected Owner’s Representative will assist the Committee during pre-referendum services and oversee the project through completion. It is the intent of the Farmington High School Renovation Committee to select an individual/firm prior to referendum to ensure consistent project management. Selection of the Owner’s Representative by the Committee for pre-referendum services does not guarantee that the selected firm will continue as the Owner’s Representative for post-referendum services.

In the event the referendum does not pass or the Committee, for whatever reason or for no reason, elects not to continue with the selected firm for pre-referendum services, the Committee may terminate any agreement for its convenience and without cause. Upon termination the Committee shall pay the selected firm for all services properly performed in accordance with the terms of the agreement.

II. Scope of Services

Owner’s Representative services will include, but may not necessarily be limited to the following:

1. Consult with the Owner and assist in preparing all necessary information in advance of a referendum on the funding for the Renovation Project.

2. Undertake the management of, and be the owner's representative facilitator for the Farmington High School Renovation project.
3. Provide consultation services working closely with the Town's architect/engineer, construction manager, Farmington High School Building Committee, Board of Education, Town and Board of Education staff, relevant State offices and officials, and the community at large on every aspect of the project including planning, project development, design, project management, estimating, construction, commissioning and close-out.
4. Assist with the completion of, review and provide input on developing and submitting required Town and State filings (with associated back-up), including the grant and reimbursement application and management process.
5. Work closely with the CT State Department of Education, Bureau of Grants Management, CT State Department of Administrative Services, Division of Construction Services Office of School Facilities, members of the Farmington High School Building Committee, and all appropriate Town and Board of Education staff on all aspects of the project, including the grant acquisition process, reimbursement applications and management process.
6. Make required presentations to all appropriate Town bodies (including but not limited to the Farmington High School Building Committee, the Board of Education, the Town Council, the Plan and Zoning Commission, the Inland Wetlands Commission, and others) in conjunction with the Town's architects, engineers and construction managers where appropriate.
7. Review and oversee critical path schedules for design and construction for the project.
8. Review and oversee project budgets, schedules and cash flow projections.
9. Oversee and coordinate detailed project cost estimating and any required reconciliation between estimates and budgets. Identify cost control and value management options to keep the project on budget and ensure compliance with Town and Board of Education approvals, State reimbursement requirements and project specifications.
10. Provide oversight for efficient and comprehensive communications and tracking of critical project elements, for example, requests for information, RFPs, change orders, submittals, addendums, tracking of shop drawings and safety manuals, long lead items,

meeting minutes, schedules, insurance certificates, contract development and negotiations, schedule of values, etc.

11. Assist in the monitoring and reporting on contract manager, contractor and subcontractor compliance with all local, state and federal requirements.
12. Develop and implement a system for review and processing of change orders, including State Change Orders, to the appropriate state officials and town officials.
13. Attend (and, where required, represent the Town and Farmington High School Building Committee at) all project meetings including job meetings, Farmington High School Building Committee meetings and any other meetings as required.
14. Keep meeting minutes as needed.
15. Develop and implement a procedure for review, approval and processing of contractor and professional consultant requests for payment.
16. Assist the Town, Farmington High School Building Committee, and Board of Education to resolve any questions that arise during the project design and construction.
17. Prepare and maintain a system for reporting to the Connecticut Department of Education, including all grant management duties such as reimbursement requests and the project audit process.
18. Determine final completion and turnover to the Town of all required materials.
19. Coordinate the completion and construction phase closeout of all projects including but not limited to: ensuring all appropriate documents are submitted, warranty issue oversight, owner implementation changes and/or additions to the project.
20. Review Certified Payrolls for completeness and compliance with the law including maintenance of the records in compliance with the law.
21. Provide Value Management/Engineering oversight.
22. Assist with State of Connecticut High Performing Building Certification Process.
23. Provide documentation management services (for example, warranties, as-built, manuals, etc.).

24. Coordinate schedules and deliveries and review payment requisitions and invoices. Work with the Town and/or Board of Education Finance Departments regarding purchasing and procurement requirements.
25. The owner's representative is prohibited from working on the project in additional capacities (for example, as an architect, construction manager, engineer, or construction contractor).
26. Provide oversight of safety measures and protocols for the project and bring out unsafe practices in the field.
27. Monitor work being performed in the field and report to responsible parties.

III. Minimum and Preferred Qualifications

The Town expects each respondent to meet at least the following minimum qualifications:

1. The owner's representative must have demonstrated experience as an owner's representative or architect in the completion of at least two (2) school construction projects, with a budget of \$35-\$60 million or more, in the last ten (10) years.
2. Preference will be given to demonstrated experience with providing such services in projects with new-school construction or renovation on the site of an occupied school.
3. The owner's representative must have demonstrated experience providing owner's representative or architectural services to multiple public school districts in Connecticut,
4. The owner's representative must have demonstrated strong owner's representative and project management skills including , but not limited to, extensive construction experience, change order evaluation, critical path scheduling and budget oversight. The selected firm must demonstrate the ability to work collaboratively with towns, school boards, building committees, architects and construction managers.
5. The Farmington High School building project will be subject to the requirements of the State of Connecticut Department of Administrative, Division of Construction Services Office of School Facilities and the Department of Education, Bureau of Grants Management. Candidates shall demonstrate project experience working with and extensive knowledge of these agencies and their requirements.

6. The owner's representative must demonstrate successful experience with state audits of completed projects. Cite examples of a minimum of two (2) audited school projects.

IV. Proposal/Qualification Submission Requirements

The proposal response package must be organized in the following formation and include the following information (missing or incomplete information may be grounds for disqualification). **Ten (10) copies of the proposal and one electronic copy (Adobe PDF) must be submitted.**

1. **Letter of Interest-** The firm/company shall provide a cover letter containing the respondents interesting in providing owner's representative services and any other information that would assist the Farmington High School Building Committee in making a selection.
2. **Company Information-** The firm/company shall provide a brief summary of itself, including the following information:
 - a. Name of company and parent company, if any;
 - b. Name of company primary areas of service;
 - c. Address of principal office and office from which project will be managed;
 - d. Name, address, telephone number and email address of the principal contact person to receive notifications and to reply to inquiries form the Town and/or the Farmington High School Building Committee;
 - e. Legal form of ownership;
 - f. Years engaged in above services under your present name and all prior names by which firm was known.
3. **Relevant Experience-**
 - a. List the school districts and projects for which the firm has provided complete Owner's Representative or architectural services. Include only current projects or projects completed within the last ten (10) years. Include specific information on projects (i.e. description, size, value, schedule, type of Owner's Representative Agreement), organizational structure with owner and current owner references, project's budget at start of project and completion of project, and project's anticipated completion date at start of project and when the project was completed.
 - b. Describe experience working with community and government on the local and state level, particularly in the context of new school construction.
 - c. Describe experience with defining and implementing the State of Connecticut High Performance Building Standards, the requirements for state grants and/or

reimbursement from the State of Connecticut Department of Administrative, Division of Construction Services Office of School Facilities and the Department of Education, Bureau of Grants Management, and other laws and regulations applicable to Connecticut school construction.

- 4. Experience of Key Personnel-** Provide a list of the key personnel to be assigned to this project (including consultants, if applicable) and a brief description of the work they will perform. Resumes of the key personnel (including consultants) who will be directly involved in the project shall be included and be specific to the type of project and include at a minimum:
 - a. Current job title, responsibilities, and type of work performed, and time at current firm;
 - b. Educational background, academic degrees, and professional associations;
 - c. Experience on projects similar to that described in this RFP;
- 5. Project Approach and Methodology-** Provide a description of the proposed technical approach to the project, including the identification of any unusual circumstances or anticipated problems and proposed solutions. The information will be used by the Farmington High School Building Committee, to assess the consultant's understanding of the project and its methodology.
- 6. References-** List no less than three (3) client references (name, address, e-mail address, telephone number and affiliation to identified project) for who services similar to this RFP are currently or have previously been provided.
- 7. Default-** Have you ever failed to complete any work awarded to you? Have you ever been declared to be in default of a contract? If so, where, when, why and what was the ultimate outcome?
- 8. Workload Statement-** Provide details on your firm's current and future workload and ability to provide this project the attention we feel it requires between now and the scheduled completion date.
- 9. Litigation-** Describe any pending litigation, arbitration or mediation proceedings in which your firm is currently involved or has been involved in the preceding ten (10) years.
- 10. Principals-** Names, titles, reporting relationships, background and experience of the principal members of your organization including officers. Indicate which individuals are

authorized to bind the organization in negotiations, with the Town, BOE and Farmington High School Building Committee or subcommittee.

- 11. Fee-** Provide a detailed fee proposal and scope of services to assist the Town in the planning process prior to referendum as well as an anticipated fee for the construction phase of the Farmington High School Renovation project.

V. Evaluation Criteria

The Farmington High School Building Committee will consider the following factors, among others, in evaluating responses: experience, references, capabilities, past performance, price, qualifications, accuracy, overall quality, thoroughness, and responsiveness to the Town's requirements as stated in this RFP.

VI. Selection Process

1. Initial Evaluation

The Farmington High School Building Committee will evaluate proposals and establish a shortlist of finalists.

2. Interviews

The Farmington High School Building Committee may choose to interview up to four finalists. Firms selected for an interview should allow approximately forty five (45) minutes for an oral presentation and fifteen (15) minutes for a question and answer session.

VII. Timeline of RFP Process

The following timeline has been tentatively established:

RFP Issued: 8/6/2016

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Interviews: 9/12/2016-9/20/2016

Tentative Award Date: 9/21/2016

* All inquiries relative to the conditions and specifications listed herein as well as clarification of any information contained in the RFP must be made to Tim Harris, Director of School Facilities, by email at harrist@fpsct.org by 4:30 p.m. on August 15, 2016.

VIII. General Conditions

1. The Farmington High School Building Committee reserves the right to accept or reject any or all proposals at any time during the process or to cancel this solicitation at any time prior to the award of any contract, without penalty.
2. The Farmington High School Building Committee shall be under no obligation to accept a proposal or to enter into any contract if it is deemed in the best interest of Farmington Public Schools and the Town of Farmington not to do so. The Farmington Board of Education and the Town of Farmington are not responsible for any costs incurred by the Responder in connection with this RFP. The expenses incurred by any Responder in the preparation, submission and presentation of their proposal are the sole responsibility of the Responder and shall not be charged to the Board of Education, the Town of Farmington or the Building Committee.
3. The Building Committee, Board of Education and the Town of Farmington have the right to use any or all ideas, plans, specifications and estimates presented in responses to this RFP without cost.
4. Timing and sequence of events resulting from this RFP will ultimately be determined by the Town and Board of Education.
5. The Town reserves the right to amend or cancel this RFP prior to the due date and time, if it is in the best interest of the Town to do so.
6. The Town reserves the right to reject the proposal of the consultant that is in default of any prior contract or for misrepresentation.
7. Save Harmless. As part of entering into any contract which may be let as a result of this process, the Owner's Representative for itself and its successors will be required to covenant and agree with the Town to indemnify and save harmless said Town from any and all action, cases of action, judgments, legal fees, claims and demands whatsoever, which may at any time be instituted, made, tendered or recovered against the Town to the extent caused by the Owner's Representative's negligence in the performance of the Owner's Representative services performed pursuant to any such agreement.

8. Proposal submitted by facsimile (FAX) and/or emailed will not be accepted.
9. Award of the contract for Owner's Representative services as defined herein is contingent upon the parties agreeing to and executing a written contract acceptable to both parties. In the event the parties cannot agree on the terms of the contract, the award shall be cancelled and become null and void and the parties shall owe no obligations to the other.
10. In the event the parties agree on the terms of a contract the contract shall be separated into two phases, pre-referendum services and post-referendum services. In all events, the Committee may terminate the contract at any time, with or without cause for its convenience or at the completion of pre-referendum services without penalty. In the case of such termination the compensation to be paid to the Owner's Representative shall be the value of services properly performed and accepted by the Committee in accordance with the terms of the contract.

11.

IX. Insurance Requirements

Firms shall agree to maintain in force at all times during which services are to be performed the following coverages and shall name the Town of Farmington and Farmington Board of Education and others as may be required as Additional Insured on a primary and non-contributory basis to the Firms' Commercial General Liability, Automotive Liability and Professional Liability policies. **These requirements shall be clearly stated in the remarks section on the Certificate of Insurance.** Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town of Farmington.

(Minimum Limits)		
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000
Professional Liability	Each Claim or Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$5,000,000
	Aggregate	\$5,000,000

Worker's Compensation and Employer's Liability	WC Statutory Limits	
	EL Each Accident	\$100,000
	EL Disease Each Employee	\$100,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Town prior to purchase order/contract issuance. The firm agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy.